

STUDENT HOUSING LEASE



Date of Lease: January 15, 2020  
(when the Lease is filled out)

*This is a binding document. Read carefully before signing.*

Moving In — General Information

1. **PARTIES.** This Lease (sometimes referred to as the “lease”) is between *you*, the tenant: Gregory Cerna  
and *us*, the owner: Fox Run at Fulton, LLC  
  
*(name of apartment community or title holder).*

The terms “you” and “your” refer to the tenant listed above, and a person authorized to act on behalf of a resident in the event of that tenant’s death or incapacity. The term “co-tenant” refers to an individual who is sharing your bedroom or occupying another bedroom in the same apartment as a tenant under a separate Lease with us. The terms “we,” “us,” “our,” and “Landlord” refer to the owner listed above and not to property managers or anyone else. Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed.

2. **APARTMENT.** You’ve agreed to rent a bedroom in the Apartment referenced below for use as a private residence only. The Apartment is located at 25 Campus View Ct Unit # 213-3  
*(street address)*, in Poughkeepsie  
*(city)*, New York, 12601 *(zip code)*, ☒ Apartment Number 213-3-A, or, ☐ an Apartment (at the address referenced above) to be assigned by us in the future (the “Apartment”). Your assigned floorplan will be 2 Bedroom/ 2 Bathroom  
  
Your bedroom and other exclusive use areas are described in paragraph 11 (Allocations and Exclusive Use Areas).

**Exclusive Use Areas and Joint Use Areas.** We ☐ may or ☒ may not (*check one*) assign another person to share a bedroom with you. Each Tenant will have Exclusive Use Areas in the Apartment, described in paragraph 11 (Allocations and Exclusive Use Areas). Any patios or balconies accessed only through an Exclusive Use Area are considered part of the Exclusive Use Area. All areas that are not identified as Exclusive Use areas (e.g. the Apartment mailbox, living room, hallways, kitchen, bathroom(s) not identified as Exclusive Use Areas, and patios or balconies not accessed solely through an Exclusive Use Area) will be “Joint Use Areas”, shared with the other co-tenants.

**Assignments.** If an Apartment, bedroom, bathroom, or parking space is not identified in this Lease, we will advise you of your assignment at or before move-in. You agree that this Lease is binding even if such identification occurs after the Lease is signed.

**Relocation.** To the extent practical in our sole judgment, we will try to honor requests for residing in a particular bedroom or apartment.

**Tenant’s Request to Relocate.** You may change bedrooms with another tenant in your Apartment if: (1) within 7 days after your initial occupancy, we receive a joint request from you and another tenant in your Apartment to exchange bedrooms (and all tenants in both bedrooms approve the request); and (2) you comply with our procedures and required documentation. If later you request a transfer to another bedroom in your Apartment, and we approve your request, you must complete the required documentation and pay a transfer fee of \$ 500.00 before we complete the actual transfer. A transfer to a bedroom or an Apartment other than the one you initially occupied may be made only with our prior written approval and for a similar fee.

**Owner’s Discretion to Relocate.** We reserve the right at any time, upon five days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the Apartment or to another Apartment within the Apartment community. We will assist you in moving your personal property and pay for rekeying if we require you to relocate.

3. **OCCUPANCY AND USE.** You shall use the apartment for living purposes only. The bedroom will be occupied only by you and (*list all other occupants not signing the Lease*):  
  
Name of Occupant \_\_\_\_\_  
Occupant’s Date of Birth \_\_\_\_\_  
  
Name of Occupant \_\_\_\_\_  
Occupant’s Date of Birth \_\_\_\_\_  
  
Name of Occupant \_\_\_\_\_  
Occupant’s Date of Birth \_\_\_\_\_  
  
Name of Occupant \_\_\_\_\_  
Occupant’s Date of Birth \_\_\_\_\_  
  
Name of Occupant \_\_\_\_\_  
Occupant’s Date of Birth \_\_\_\_\_  
  
The Apartment will be occupied by you and the following co-tenants (*list all other co-tenants not signing this Lease*):  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Other than a co-tenant we assign, no one else may occupy the bedroom. Other than authorized co-tenants and occupants, no one else may occupy the Apartment. Unauthorized persons must not stay for more than 3 consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn’t filled in, two days per month is the limit.*

**Guests.** You are responsible for the conduct of your guests, invitees, family members, and any other person that you allow to enter the property or Apartment, as if such conduct were your own. In the event that any such person acts in a manner which violates the Lease, such conduct shall also constitute a violation of the Lease by you, whether or not you were present. In the event of a disturbance in the Apartment, all occupants of the Apartment may be deemed by us to be responsible for such a Lease violation regardless of whether we are able to establish that such disturbance was caused by the guest of any specific occupant(s). You are responsible for ensuring that any such violation does not occur at any time. In the event we receive any complaints of unreasonable disturbances in the Apartment, you agree that we may limit the number of guests that may enter the Apartment at any one time.

**Disclaimer.** You have elected to enter into an Agreement to lease a portion of the Apartment only, and understand that other individuals, selected by us in our sole discretion, will be co-residing in the Apartment and Bedroom with you. You understand that we are solely providing you with the right to occupy the Apartment and do not make any representations as to the identity, background, or suitability of any co-tenant. As you will not be responsible for the financial obligations of any co-tenant, you understand that we are under no obligation to perform any screening of co-tenants for any credit, prior tenant history, criminal background, or otherwise.

In the event that any issues or disputes arise between you and any co-tenant(s), it will be your responsibility to resolve such issues directly with the other co-tenant(s) in a reasonable and Lease compliant manner. In no event will we be responsible for intervening in such disputes unless, in our sole discretion, we determine that the behavior of such co-tenant constitutes a material violation of the Lease, and, in such event, you understand that our sole obligation will be to commence legal proceedings to evict such a person. You understand that during the pendency of such an action to recover possession, it may not be possible to bar the co-tenant from the Apartment. While we will endeavor to transfer tenants as provided herein, we are under no obligation to do so, and the failure to relocate you will not release you from your obligations as provided in the Lease.

**Rooming House.** In no event shall the Apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

**4. LEASE TERM.** The initial term of the Lease begins on the 1st day of August, 2020, and ends at noon the 15th day of July, 2021.

**Renewal.** Prior to the expiration of this Lease, and subject to availability, you may be given an opportunity to sign a new or renewal lease for another Lease term and remain in your current bedroom. If you do not timely sign a new Lease or renewal and same is not countersigned by us, your bedroom may be leased to another tenant and, you will not be able to sign a new Lease or renewal for the same bedroom.

**5. SECURITY DEPOSIT.** You may be required to pay a security deposit for all of your obligations under this Lease. In the event you are required to pay a security deposit, it shall serve as partial security for all Resident's obligation under this Lease. The security deposit will not be our limit of damages if you violate the Lease. Security deposit will be deposited into a separate interest bearing security account. At your option, the interest earned, less 1% administrative fee retained by us, shall be applied for the rental of this apartment, or held in trust until repaid, or annually paid to you. The name and address of the financial institution that will hold your security deposit is M&T Bank

**Security Deposit Deductions.** If all Tenants perform every obligation under the Lease, each Tenant will receive a full refund of the Security Deposit paid by him or her. However, if each and every obligation under the Lease is not performed, deductions will be made from the Security Deposit. If we attribute a default under the Lease to a specific Tenant (e.g. one Tenant doesn't pay his/her proportionate share of the rent, or one Tenant incurs a late charge, or we determine (in our sole discretion) that damage was caused by a single Tenant), then the Tenant responsible for that default will be financially responsible for that default, and we may make deductions from that Tenant's proportionate share of the Security Deposit. If we do not attribute a default under the Lease to a specific Tenant (e.g. damage to Joint Use Areas, or Apartment cleaning charges after the Tenants vacate), we may deduct these charges from all Tenants' Security Deposits, in the same proportion as each Tenant's proportionate share for other shared obligations, described in paragraph 11 (Allocations and Exclusive Use Areas). We will attempt (in our sole discretion) to fairly allocate responsibility among Tenants. However, in any dispute between you and us regarding allocation, our decision will be binding to determine allocation of responsibility as between you and us. Our decision will not be binding between Tenants, and if a Tenant disagrees with our allocation, Tenants may pursue claims between the Tenants.

**Security Deposit; Other Charges.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 16 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 30

(Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke or carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus reasonable attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 8 (Keys and Furniture) if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 35 (Default by Tenant); and (3) a reletting fee if you have violated paragraph 14 Early Move-Out.

**6. INDIVIDUAL LIABILITY FOR LATE CHARGES AND DAMAGES.**

You are individually responsible and liable for late fees on your share of Rent, other obligations, and damage to the Apartment which we determine (in our sole discretion) was caused by you. You are not responsible or liable for any of your co-tenant's obligations as to their bedrooms and their rent payable to us.

**7. JOINT AND SEVERAL (FULL) RESPONSIBILITY FOR OTHER AMOUNTS DUE.**

Each tenant of an Apartment is jointly and severally liable with the other co-tenants of the Apartment for all Lease Obligations relating to Joint Use Areas and utilities (if applicable). Responsibility for damage to the Apartment that we do not determine (in our sole discretion) was caused by a specific Tenant, and other amounts due under the Lease, will be joint and several (meaning that the Tenants will each be fully responsible for 100% of these amounts).

**8. KEYS AND FURNITURE.** You will be provided 1 bedroom key(s), 0 apartment key(s), 1 mailbox key(s), and 1 access control devices for Key fob

Any tenant, occupant, or spouse who is under court order to not enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices.

Your apartment will be *[check one]*: ☐ furnished or ☒ unfurnished. If the Apartment is furnished, the Apartment will also include all appliances, furniture and fixtures that we provide to you in your Exclusive Use and Joint Use areas ("Personal Property"). ☐ If checked, the appliances and furniture are described in the Inventory/Move-In Move-Out form.

**9. RENT AND CHARGES.** *[Check one]:*

- ☐ You will pay \$ 1285.00 per month for rent, in advance and without demand. Prorated rent of \$ 1285.00 is due for the remainder of *[check one]*: ☐ 1st month or ☐ 2nd month, on August 1, 2020 (year); OR
- ☒ Your total rent for the Lease Contract term is \$ 15420.00. It is payable in advance, without demand, in 0 (number of installments) installments of \$ 1285.00. The first installment is due on 08, 2020 (year). All remaining installments will be due on or before the first day of each month beginning 09, 2020 (year).

You will pay your rent at:  
☒ at the on-site manager's office, or  
☒ at our online payment site, or  
☐ at \_\_\_\_\_

The stated rent amount is owed by you and is not the total rent owed by all co-tenants. You must pay your monthly rent or installments on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the fifth (5th) day of the month, you'll pay a late charge of \$ 50.00. Your late charge will be capped at the lesser of five percent (5%) of the monthly rent or \$50.00. You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, ("NSF charges"), plus the late charge. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease will be authorized. We'll also have all other remedies for such violation. The late charge is a cost to you to reimburse us for the time our staff will expend in bookkeeping, notices and late charges incurred on our obligations, etc. and not as a penalty. Late

charges are to be considered additional rent and not interest or a penalty. All charges under the Lease, including but not limited to, late charges, NSF charges, utility charges, and attorney’s fees, shall be considered additional rent and we shall have the same remedies as we have for the non-payment of rent. In the event additional municipal taxes or fees are assessed, current or not yet enacted, then we retain the right to charge you all such sums, to the extent authorized by applicable law. All payment obligations under this Lease shall constitute rent under this Lease.

10.UTILITIES. We'll pay for the following items, if checked:

☒ water

☒ gas

☒ electricity

☐ master antenna

☒ wastewater

☒ trash

☒ cable TV

☒ other

Internet

11.ALLOCATIONS AND EXCLUSIVE USE AREAS.

Resident Name	Exclusive Use Areas	Proportionate Share of Monthly Rent	Proportionate Share for Other Obligations	Proportionate Share of Security Deposit
Gregory Cernera	<div>Bedroom</div> <div><input checked="" type="checkbox"/> Bedroom # A</div> <div><input type="checkbox"/> A bedroom to be assigned by us in the future</div> <div>Bathroom</div> <div><input type="checkbox"/> Bathroom #</div> <div><input type="checkbox"/> A bathroom to be assigned by us in the future</div> <div>Parking Space</div> <div><input type="checkbox"/> Parking space(s)</div> <div>#</div> <div>#</div> <div>#</div> <div><input type="checkbox"/> A parking space to be assigned by us in the future</div> <div>Other</div> <div><input type="checkbox"/></div> <div></div> <div></div> <div></div> <div>(add a description of any other Exclusive Use Area)</div>	\$ 1285.00	%	\$

12.INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any tenant, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other tenants, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

If the Lease specifies that some utilities are billed directly to you by the utility provider, Apartment tenants may decide among themselves whether to put the utilities in the names of one Tenant or all Tenants.

For utilities that are billed to us by the utility provider, and which we provide and bill to you (*check one*): ☐ each Tenant is responsible only for that Tenant’s proportionate share ☐ all Tenants are jointly and severally (fully) responsible for the full cost of these utilities. Your per-person share of any submetered or allocated utilities for the apartment will be included as an itemized charge on a monthly billing to you. “Per person” is determined by the number of co-tenants authorized to be living in the apartment at the time of the utility billing to you by us or our agent.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [*check one*] ☐ required to purchase personal liability insurance ☒ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is a substantial breach of this Lease and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease or state law.

Special Provisions and “What If” Clauses

13.SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed lease form.

-Security deposit is \$500 and due once all parties have signed.

-License agreement does not automatically renew. Renewals must be approved by management and are subject rate change.

See any additional special provisions.

14.EARLY MOVE-OUT. You'll be liable to us for a reletting charge of \$ 1285.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

1) fail to give written move-out notice as required in paragraphs 26 (Military Personnel Clause) or 40 (Move-Out Notice); or

2) move out without paying rent in full for the entire lease term or renewal period; or

3) move out at our demand because of your default; or

4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease.

**Not a Release.** The reletting charge is not a Lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement tenant. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**15.REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease or rules, improper use, or negligence or willful acts or omissions by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in wastewater lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver. All said sums shall be considered additional rent.

**16.PROPERTY LEFT IN APARTMENT.** "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After We Exercise Our Rights for Non-Payment of Rent or Abandonment.** If your rent is delinquent or you have abandoned the Apartment, our representative may peacefully enter the Apartment and remove your property, subject to procedures required by applicable law. We're not liable for casualty loss, damage or theft for property removed or stored under this section.

**17. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, reasonable attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 14 (Early Move-Out) and 35 (Default by Tenant) apply to acceleration under this paragraph.

**18.RENT INCREASES AND LEASE CHANGES.** No rent increases or Lease changes are allowed before the initial Lease term ends, except for changes allowed by any special provisions in paragraph 13 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 21 (Community Policies or Rules) or as otherwise permitted, or provided, under applicable law.

**19.DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous tenant's holding over, we're not responsible for the delay. The Lease will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the Apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to you after the initial term as set forth in paragraph 4 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous tenant's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within 3 days of your receiving the notice, but not later.

(2) If we give written notice to you before the initial term as set forth in paragraph 4 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after you receive such written notice, but not later. The readiness date is considered the commencement date of the new initial term as set forth in paragraph 4 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree. This paragraph shall be deemed to be "an express provision to the contrary" as provided in New York State Real Property Law ("RPL") Section 223-a.

**20.DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

**While You're Living in the Apartment**

**21.COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease.

**22.LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Unless permitted by law conducting any kind of business in your apartment or in the apartment community is prohibited. You are responsible for the actions and behavior of your guests and the violation of the rules and regulations by your guests is attributable to you and you will be considered in violation of the terms and conditions of this Lease. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants. You may not permit any window in the apartment to be cleaned from the outside in violation of Section 202 of the NYS Labor Law.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease or any apartment rules, or disturbing other tenants, neighbors, visitors, or owner representatives. We may also exclude from any

outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a tenant, occupant, or guest of a specific tenant in the community.

You agree to notify us if you or any occupants are convicted of any crime involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**23.PROHIBITED CONDUCT.** A. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

B. You may not engage in a persistent and continuing course of conduct evidencing an unreasonable or unlawful use of the property to the annoyance, inconvenience, discomfort or damage of others, the primary purpose of which is intended to harass the owner or other tenants or occupants of the property or adjacent property by interfering substantially with their comfort or safety.

**24.PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or

- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a tenant or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other tenant(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a tenant and is parked in a visitor or retail parking space.

**25.A. RELEASE OF TENANT.** Unless you're entitled to terminate your tenancy under the provisions herein, you won't be released from this Lease for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-tenants, loss of employment, bad health, or death.

**B. SENIOR CITIZEN EARLY TERMINATION.** You may terminate your tenancy if you are a senior citizen and are permanently relocating to a subsidized senior citizen housing facility, subsidized assisted living or a nursing home. You must give us a minimum of thirty (30) days or one complete pay period advance notice and provide us with proof of acceptance in the new facility. You must pay all rent and additional rent up to the date you remove from the premises. This paragraph is subject to the provisions of NY RPL Sec. 227-a.

**26.MILITARY PERSONNEL CLAUSE.** You may terminate your tenancy if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate your tenancy if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, *or* (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, your tenancy will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease, orders described in (2) above will only release the tenant who qualifies under (1) and (2) above and receives the orders during the Lease term and such tenant's spouse or legal dependents living in the tenant's household. A co-tenant who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 13 (Special Provisions), you represent when signing this Lease that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease term; and (3) the term of your enlistment or obligation will not end before the Lease term ends. Even if you are entitled to terminate your tenancy under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 35 (Default by Tenant). You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

**27.TENANT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

**Smoke and Carbon Monoxide Detectors.** We'll furnish smoke and carbon monoxide detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector or carbon monoxide

detector malfunctions to us. Neither you nor others may disable the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or the carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector or the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

**Casualty Loss.** We're not liable to any tenant, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. *We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice, except as otherwise provided by law.* If you have the ability to control the heat, during freezing weather, you must ensure that the temperature in the apartment is warm enough to ensure sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease, you will indemnify us and hold us harmless from all liability for those services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We disclaim any express or implied warranties of security. We're not responsible for obtaining criminal-history checks on any tenants, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

**Fire and Casualty.**

- A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under C below or by you under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
- C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this whether or not the Apartment has been damaged, by giving you written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives you such notice, this Lease will end 60 days from the last day of the calendar month in which you were given the notice and if the apartment is not usable, this lease shall end ten (10) days after you are given such notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, you may give Owner written notice that you end the Lease. If you give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund your security deposit and pro-rate the portion of rents paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, you and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way subrogation.
- F. This paragraph replaces the provision of Real Property Law §227 and shall be deemed an express agreement to the contrary as contemplated therein.



**28.CONDITION OF THE PREMISES AND ALTERATIONS.** *You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons.* You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke or carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices, nor to construct any additional non-structural walls, or make any changes to existing non-structural walls, in the apartment. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**29.REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU NEED TO SEND A NOTICE OR REQUEST TO US—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/ MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part except as required by law.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

**30.ANIMALS.** *No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing except as otherwise permitted by law.*

If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act and the HUD regulatory guidelines. We may require a written statement from a qualified professional verifying the need for the support and/or service animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal in accordance with applicable law and paragraph 35 (Default by Tenant) of this lease and Animal Addendum.

**31.WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) in emergencies if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke or carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; stopping excessive noise; removing health or safety hazards (including hazardous materials in accordance with applicable law; retrieving property owned or leased by former tenants; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing the apartment to prospective tenants; or showing to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and our lenders; appraisers, contractors, prospective buyers, or insurance agents.

**32.NOTICES.** At our option, notices and requests from you or any co-tenant or occupant of the apartment constitute notice from all co-tenants. Your notice of tenancy termination or intent to move out must be signed by you.

A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. A notice from us that is intended only for you will be addressed only to you. A notice intended by us for all co-tenants in your apartment may be addressed to "all tenants" of your apartment. A notice intended by us for all tenants in the apartment community may be addressed to "all tenants."

Replacements

**33.REPLACEMENTS AND SUBLETTING.** You are not permitted to assign this Lease, sublet or grant a right or license to occupy your apartment except in accordance with Section 226-b of the New York State Real Property Law. If you wish to replace a tenant, sublet, grant a right or license to occupy, or assign this lease other than in accordance with 226-b of the New York State Real Property Law, same is allowed only if we expressly consent in writing. If we consent to a replacement tenant, sublessee or assignee acceptable to us, and you receive our written consent, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and

- (3) the departing and remaining tenants will remain liable for all lease obligations for the rest of the original lease term.

**Procedures for Replacement.** If we approve a replacement tenant, then, at our option: (1) the replacement tenant must sign this Lease with or without an increase in the total security deposit; or (2) the remaining and replacement tenants must sign an entirely new Lease. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement tenant as of the date we approve. The departing tenant will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease is signed.

**34.RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 28 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

**35.A. DEFAULT BY TENANT.** You'll be in default under this Lease if you or any guest or occupant violates any terms of this Lease including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 23 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

**B. EVICTION.**

- (1) If you default in any of the above ways, except for non-payment of rent or breach of Tenant's obligations under Paragraph 23B (Prohibited Conduct), or commit any of the violations set forth in paragraphs 35A (Default by Tenant) (3), (4), (5), and (6) above, for which no such notice is required to be given, we may serve you with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if the default is of the nature that it cannot be cured within 10 days, you must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.
- (2) If You do not stop or begin to correct a default within 10 days, or if the default is of the nature that it cannot be cured within 10 days, you fail to begin to correct the default within 10 days or fail to continue to do all that is necessary to correct the default as soon as possible, or if a default occurs under paragraph 23B (Prohibited Conduct), or paragraphs 35A (3), (4), (5), and (6), Owner may give You a written notice that this Lease will end six days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end, You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in this paragraph 35 B (Default by Tenant subsection B Eviction).
- (3) If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within fourteen (14) days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: (a) enter the Apartment and retake possession of it if You have moved out; or (b) go to court and ask that You and all other occupants in the Apartment be compelled to move out.
- (4) Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.

**Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease with us prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our decision to terminate said subsequent Lease.

**Acceleration.** All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, or give oral or written notice (by you) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. We do not have to wait until the end of the lease term or until we have mitigated our losses but may sue you immediately for the rent balance. You will also be required to pay us as part of the lawsuit our reasonable legal expenses and costs to bring the lawsuit and obtain a judgment, provided we are the prevailing party.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date of expiration or termination date of this Lease or the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) payment of use and occupancy is due in advance on a daily basis and may become delinquent without notice or demand; (2) the amount of the monthly use and occupancy shall be not less than the last month's rent, without notice; and (3) at our option, we may extend the lease term on a monthly basis (which monthly tenancy may be terminated pursuant to New York Real Property Law 232-a), or we may immediately commence an action or proceeding in a court of competent jurisdiction to regain possession of the premises. In any action or proceeding, you will be liable for reasonable attorney's fees, costs and disbursements.

**Landlord Remedies.** If any other tenant fails to pay amounts due under its lease for a bedroom in this Apartment, or otherwise breaks its lease, we (at our option) may choose to terminate the leases of all tenants in this Apartment.

If only one Tenant has breached the Lease, and if we elect to terminate the tenancy of only the breaching Tenant, the remaining tenants agree to cooperate with us in terminating the tenancy of the breaching Tenant. If we are able to locate a replacement Tenant, the remaining Tenants agree to cooperate with us in placing a replacement Tenant in the Apartment, and will execute a Lease amendment to add the replacement Tenant as a party to the Lease.

**Other Remedies.** If your rent is delinquent and we give you 5 days' prior written notice, we may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 13 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and/or termination of your right to possession, without terminating this Lease, and all other remedies available under applicable state laws. Unless a party is seeking exemplary, punitive, special or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs which sums are considered additional rent and may be sued for in the original action. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 9% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Remedies Cumulative.** Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to us under any applicable law.

General Clauses

**36.MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate your tenancy, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No waiver by us of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights, isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

Except to the extent mandated by applicable law, we have made no representations or warranties concerning the apartment, and we deny any express or implied warranties have been made unless required by applicable law.

Leased premises ☒ does ☐ does not have an operative sprinkler system. If operative, it was last maintained and operated on \_\_\_\_\_.

**WAIVER OF JURY TRIAL AND COUNTERCLAIM.** To minimize legal expenses and, to the extent allowed by law, you and we agree to give up the right to a trial by jury in any lawsuit based on statute, common law, and/or related to this Lease. This agreement to give up the right to trial by jury does not include claims for personal injury or property damage. You specifically waive your right to bring a counterclaim in any summary proceeding for non-payment of rent or a summary holdover proceeding.

**Consent to Solicitation.** You hereby expressly authorize us, our representative(s), and any collection agency or debt collector (hereinafter collectively referred to as the "Authorized Entities") to communicate with you. The communication may be made through any method for any reason related to amounts due and owing under this Lease. You authorize any and all of the communication methods even if you will incur a fee or a cost to receive such communications. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

All discretionary rights reserved for us within this Lease or any accompanying addenda are at our sole and absolute discretion.

**Obligation to Vacate.** Unless you have signed a renewal lease, or if we provide you with a notice to vacate, you shall vacate the Premises and remove all your personal property therefrom at the expiration of the lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

**FORCE MAJEURE:** If we are prevented from completing the performance of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all tenants, we reserve the right to vacate any and all tenancies and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

37. BILLS AND NOTICES.

**A. Notices to you.** Any notice from us or our attorney will be considered properly given by us to you if it (1) is in writing; (2) is signed by us or in our name or the name of our agent or attorney; and (3) is addressed to you at the Apartment and delivered to you personally or sent by registered or certified mail to you at the Apartment. The date of service of any written notice by us to you under this lease is the date of mailing of such notice or, if not mailed, the date of delivery of the notice to the Apartment. Notice by us to one person named as a tenant shall be as though given to all tenants of the Apartment.

**B. Notices to us.** If you wish to give a notice to us, you must write it and deliver it or send it by registered or certified mail to us at the following address: 25 Campus View Court, Poughkeepsie, NY 12601

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or at another address of which we or our agent or attorney has given you written notice. The signatures of all tenants in the Apartment are required on every notice by you.

**38.PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 16 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or other payments unless payment of all rent, additional rent, costs and fees are paid in full.

**39.ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease or a renewal of this Lease, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

**40.MOVE-OUT NOTICE.** Unless you are moving out on the Lease term ending date, you must give our representative at least 0 days advance written notice of your intention to vacate. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease. You will still be liable for the entire Lease term if you move out early (paragraph 25A-Release of Tenant) except if you are able to terminate the Lease under paragraph 25B (Senior Citizen Early Termination), or paragraph 26 (Military Personnel Clause). All notices to vacate must be in writing and must provide the date by which you intend to vacate. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease and state law.

**41.MOVE-OUT PROCEDURES.** The move-out date can't be changed unless you and we both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent payments under paragraphs 14 (Early Move-Out) and 35 (Default by Tenant). You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. You must give us and the U.S. Postal Service, in writing, each tenant's forwarding address.

**42.CLEANING.** Before you move out, you must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.



Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

**Deposit Return and Forwarding Address.** You are required to provide us written notice of your forwarding address, on or before termination of this Lease. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 60 days after surrender or abandonment, unless statutes provide otherwise. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

**Abandonment.** You have abandoned your dwelling unit if: (1) you have failed to pay rent due under this Lease; and (2) we reasonably conclude that the circumstances indicate that you have surrendered possession of the apartment. In reaching such a conclusion, we will take into account all relevant circumstances, including the following: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment for 5 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; (4) you've not responded for 2 days to our notice left inside the main entry door, stating that we consider the apartment abandoned; or (5) we have determined that the sole tenant of the apartment has died.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 16-Property Left in Apartment).

**45. SEVERABILITY.** If any provision of this Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease while preserving the intent of the parties.

**Tenant or Tenants** *(all sign below)*

**Owner or Owner's Representative** *(signing on behalf of owner)*

**Address and phone number of owner's representative for notice purposes**

**Name and address of locator service** (if applicable)

**Date form is filled out** (*same as on top of page 1*)

01/15/2020

You are legally bound by this document.  
Read it carefully before signing.

**SPECIAL PROVISIONS (CONTINUED FROM PAGE 3).**



INVENTORY AND CONDITION FORM



DWELLING UNIT DESCRIPTION. Unit No. 213-3-A, 25 Campus View Ct Unit # 213-3 (street address) in Poughkeepsie (city), New York, 12601 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: January 15, 2020 Owner's name: Fox Run at Fulton, LLC

Tenants (list all tenants):

Gregory Cernaera

You must note on this form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below if they don't exist. This form protects both you (the tenant) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out.

Tenant's Name: Gregory Cernaera  
Home Phone: ( ) Work Phone: ( )  
Tenant's Name:   
Home Phone: ( ) Work Phone: ( )  
Tenant's Name:   
Home Phone: ( ) Work Phone: ( )  
Tenant's Name:   
Home Phone: ( ) Work Phone: ( )  
Tenant's Name:   
Home Phone: ( ) Work Phone: ( )  
Tenant's Name:   
Home Phone: ( ) Work Phone: ( )

Move-In or Move-Out Condition (Check one)

Living Room  
Walls  
Wallpaper  
Plugs, Switches, A/C Vents  
Woodwork/Baseboards  
Ceiling  
Light Fixtures, Bulbs  
Floor/Carpet  
Doors, Stops, Locks  
Windows, Latches, Screens  
Window Coverings  
Closets, Rods, Shelves  
Closet Lights, Fixtures  
Lamps, Bulbs  
Other

Dishwasher, Dispensers, Racks  
Sink/Disposal  
Microwave  
Other

General Items  
Thermostat  
Cable TV or Master Antenna  
A/C Filter  
Washer/Dryer  
Garage Door  
Ceiling Fans  
Exterior Doors, Screens/Screen Doors, Doorbell  
Fireplace  
Other

Kitchen  
Walls  
Wallpaper  
Plugs, Switches, A/C Vents  
Woodwork/Baseboards  
Ceiling  
Light Fixtures, Bulbs  
Floor/Carpet  
Doors, Stops, Locks  
Windows, Latches, Screens  
Window Coverings  
Cabinets, Drawers, Handles  
Countertops  
Stove/Oven, Trays, Pans, Shelves  
Vent Hood  
Refrigerator, Trays, Shelves  
Refrigerator Light, Crisper

Dining Room  
Walls  
Wallpaper  
Plugs, Switches, A/C Vents  
Woodwork/Baseboards  
Ceiling  
Light Fixtures, Bulbs  
Floor/Carpet  
Doors, Stops, Locks  
Windows, Latches, Screens  
Window Coverings  
Closets, Rods, Shelves  
Closet Lights, Fixtures  
Other

Halls

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Closets, Rods, Shelves

Closet Lights, Fixtures

Other

Exterior (if applicable)

Patio/Yard

Fences/Gates/Gate Latches or Locks

Faucets

Balconies

Other

Bedroom (describe which one):

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Closets, Rods, Shelves

Closet Lights, Fixtures

Other

Bedroom (describe which one):

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Closets, Rods, Shelves

Closet Lights, Fixtures

Other

Bath (describe which one):

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Exhaust Fan/Heater

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Sink, Faucet, Handles, Stopper

Countertops

Mirror

Cabinets, Drawers, Handles

Toilet, Paper Holder

Bathtub, Enclosure, Stopper

Shower, Doors, Rods

Tile

Other

Half Bath

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Exhaust Fan/Heater

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Sink, Faucet, Handles, Stopper

Countertops

Mirror

Cabinets, Drawers, Handles

Toilet, Paper Holder

Tile

Other

Bedroom (describe which one):

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Closets, Rods, Shelves

Closet Lights, Fixtures

Other

Bath (describe which one):

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Exhaust Fan/Heater

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Sink, Faucet, Handles, Stopper

Countertops

Mirror

Cabinets, Drawers, Handles

Toilet, Paper Holder

Bathtub, Enclosure, Stopper

Shower, Doors, Rods

Tile

Other

Safety-Related Items (Put “N/A” if not applicable)

Door Knob Locks

Keyed Deadbolt Locks

Keyless Deadbolts

Sliding Door Pin Locks

Sliding Door Latches

Sliding Door Security Bars

Doorviewers

Window Latches

Porch and Patio Lights

Smoke Detectors

Alarm System \_\_\_\_\_  
Fire Extinguishers (look at charge level BUT DON'T TEST!) \_\_\_\_\_  
\_\_\_\_\_  
Garage Door Opener \_\_\_\_\_  
Gate Access Card(s) \_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Move-In:** \_\_\_\_\_  
*or*  
**Date of Move-Out:** \_\_\_\_\_

**SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Acknowledgment.** You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verifying that they are working. You acknowledge that you and management have inspected the dwelling unit and that no signs of bedbugs or other pests are present. This unit is in a decent, safe and sanitary condition.

*In signing below, you accept this inventory as part of the Lease and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.*

**Tenant or Tenant’s Agent:** \_\_\_\_\_ **Date of Signing** \_\_\_\_\_

**Owner or Owner’s Representative:** \_\_\_\_\_ **Date of Signing** \_\_\_\_\_

BED BUG ADDENDUM



Date: January 15, 2020  
(when this Addendum is filled out)

*Please note: It is our goal to maintain a quality living environment for our tenants. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.*

1. DWELLING UNIT DESCRIPTION.

Unit No. 213-3-A, 25 Campus View  
**Ct Unit # 213-3**  
\_\_\_\_\_  
\_\_\_\_\_  
Poughkeepsie  
(city), New York, 12601 (zip code).

2. LEASE DESCRIPTION.

Lease Date: January 15, 2020  
Owner’s name: Fox Run at Fulton, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenants (list all tenants):

Gregory Cerna  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

3. **PURPOSE.** This Addendum modifies the Lease and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. **INSPECTION.** You agree that you: (Check one)  
☐ have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR  
☐ will inspect the dwelling within 48 hours after move-in/ renewal and notify us of any bed bugs or bed bug infestation.

5. INFESTATIONS.

You agree that you have read all of the information on this addendum about bed bugs and: (Check one)  
☐ you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR  
☐ you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease. You agree not to treat the dwelling for a bed bug infestation on your own.

7. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

8. **COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property’s trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease.

9. **RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other tenants in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring tenants and to clean and perform pest control treatments to eradicate infestations in other



dwelling. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease.

**10. TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

**11. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

[illegible]

**You are legally bound by this document. Please read it carefully.**

**Tenant or Tenants**  
*(All tenants must sign)*

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**Owner or Owner's Representative**  
(Signs below)

### Date of Signing Addendum

*You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.*

## BED BUGS - A Guide for Rental Housing Tenants

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing tenants, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a tenant's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, tenants should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing tenants who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemicalbased insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



Please note: It is our goal to maintain a quality living environment for our tenants. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit No. 213-3-A, 25 Campus View  
Ct Unit # 213-3  
\_\_\_\_\_  
\_\_\_\_\_  
Poughkeepsie  
(city), New York, 12601 (zip code).

2. LEASE DESCRIPTION.

Lease Date: January 15, 2020  
Owner's name: Fox Run at Fulton, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenants (list all tenants):

Gregory Cernera  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets-- provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

**7. DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

**8. COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease.

**If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.**

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**Tenant or Tenants**  
*(All tenants must sign here)*

**Owner or Owner's Representative**  
*(Signs here)*

**Date of Lease**

**January 15, 2020**



COMMUNITY POLICIES, RULES AND REGULATIONS  
ADDENDUM



*This addendum is incorporated into the Lease identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:*

Property Owner: Fox Run at Fulton, LLC

Tenant(s): Gregory Cernera

Unit No./Address: #213-3-A, 25 Campus View Ct Unit # 213-3

Lease Date: 01/15/2020

- I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.**

Tenant(s) permission for use of all common areas, Tenant amenities, and recreational facilities (together, “Amenities”) located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Tenant’s adherence to the terms of the Lease, this Addendum, and the Community rules and regulations (“Rules”) in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner’s sole and absolute discretion, without notice, obligation or recompense of any nature to Tenant. Owner and management may make changes to the Rules for use of any Amenity at any time.

**Additionally, Tenant(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity except for landlord's negligence, related to Tenant's use of the amenities at the Community. Tenant(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Tenant(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.**

**THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO TENANT(S)’ OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND TENANT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND TENANT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term “Owner” shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.**
- II. POOL.** This Community ☐ DOES; ☒ DOES NOT have a pool. When using the pool, Tenant(s) agrees to the following:

  - Tenants and guests will adhere to the rules and regulations posted in the pool area and Management policies.
  - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
  - For their safety, Tenants should not swim alone.
  - Pool hours are posted at the pool.
  - No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
  - Proper swimming attire is required at all times and a swimsuit “cover up” should be worn to and from the pool.
  - No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
  - Tenant(s) must accompany their guests.
  - Tenant(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

- III. FITNESS CENTER.** This Community ☒ DOES; ☐ DOES NOT have a fitness center. When using the fitness center, Tenant agrees to the following:

  - Tenants and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
  - The Fitness Center is not supervised. Tenant(s) are solely responsible for their own appropriate use of equipment.
  - Tenant(s) shall carefully inspect each piece of equipment prior to Tenant’s use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
  - Tenant(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person’s use that appears to be dangerous or in violation of Management Rules and Policies.
  - Tenant(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Tenant’s physician.
  - Tenant(s) will keep Fitness Center locked at all times during Tenant’s visit to the Fitness Center.
  - Tenant(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
  - Tenant(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) \_\_\_\_\_ (3) \_\_\_\_\_ (5) \_\_\_\_\_

(2) \_\_\_\_\_ (4) \_\_\_\_\_ (6) \_\_\_\_\_



IV. **PACKAGE RELEASE.** This Community ☒ **DOES;** ☐ **DOES NOT** accept packages on behalf of Tenants.

*For communities that do accept packages on behalf of its Tenants:*

Tenant(s) gives Owner permission to sign and accept any parcels or letters sent to Tenant(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Tenant agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. **BUSINESS CENTER.** This Community ☒ **DOES;** ☐ **DOES NOT** have a business center.

Tenant(s) agrees to use the business center at Tenant(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Tenants will limit time on computers to 60 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Tenant is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Tenant shall comply with the following:

- Tenants and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 50 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Tenant(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Tenants' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Tenants in advance of extermination in Tenants' dwelling, and give Tenant instructions for the preparation of the Dwelling and safe contact with insecticides. Tenants will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Tenants are unprepared for a scheduled treatment date Owner will prepare Tenants' dwelling and charge Tenants accordingly. Tenants must request extermination treatments in addition to those regularly provided by Owner in writing. **Tenants agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, tenant will agree to the following:

- Tenant will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Tenant will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Tenant will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**TENANTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO  
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO  
EXTERMINATION AND THE USE OF INSECTICIDES**

IX. **DRAPES AND SHADES.** Drapes or shades installed by Tenant, when allowed, must be lined in white and present a uniform exterior appearance.

X. **WATER BEDS.** Tenant shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. SIGNS.** Tenant shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease or any other addenda to the Lease.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

I have read, understand and agree to comply with the preceding provisions.

Tenant	Date	Tenant	Date
Tenant	Date	Tenant	Date
Tenant	Date	Tenant	Date
Owner Representative		Date	

LEASE ADDENDUM  
LIABILITY INSURANCE REQUIRED OF TENANT



1. DWELLING UNIT DESCRIPTION.

Unit No. 213-3-A, 25 Campus View  
Ct Unit # 213-3  
\_\_\_\_\_  
Poughkeepsie (street address) in  
\_\_\_\_\_  
(city), New York, 12601 (zip code).

2. LEASE DESCRIPTION.

Lease Date: January 15, 2020  
Owner's name: Fox Run at Fulton, LLC

Tenants (list all tenants):

Gregory Cernera  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

3. **ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.** You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that the Insurance paragraph of the Lease requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 300000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

4. **REQUIRED POLICY.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 300000.00, from a carrier with an AM Best rating of A-VII

or better, licensed to do business in New York. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. **We may provide you with information of an insurance program that we make available to tenants, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.**

6. **SUBROGATION ALLOWED.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease.

7. **YOUR INSURANCE COVERAGE.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease. You will provide additional proof of insurance in the future at our request.

Insurance Company: \_\_\_\_\_  
\_\_\_\_\_

8. **DEFAULT.** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease, and we shall be entitled to exercise all rights and remedies under the law.

9. **MISCELLANEOUS.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

10. SPECIAL PROVISIONS:

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\_\_\_\_\_

I have read, understand and agree to comply with the preceding provisions.

Tenant or Tenants  
[All tenants must sign here]

Owner or Owner's Representative  
[signs here]

Date of Lease

January 15, 2020



**NAA**  
NATIONAL APARTMENT ASSOCIATION  
— We Lead the Way Home.

*All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.*

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other tenants inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling ☐ is ☒ is not permitted.

The following outside areas of the community may be used for smoking: \_\_\_\_\_

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other tenants, or guests.

**YOU ARE RESPONSIBLE FOR DAMAGES AND CLEANING.** You are responsible for payment of all costs and damages to your dwelling, other tenants' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other tenants to vacate their dwellings, results in disruption of other tenants' quiet enjoyment, or adversely affects other tenants' or occupants' health, safety, or welfare.

**LEASE TERMINATION FOR VIOLATION OF THIS ADDENDUM**  
We have the right to terminate your Lease or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease. Despite the termination of the Lease or your occupancy, you will remain liable for rent through the end of the Lease term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

Page 1 of 2

**9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease or any other addendum.

**10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.** You are responsible for communicating this community’s no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

**11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

**12. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Tenant or Tenants

(All tenants must sign here)

Owner or Owner’s Representative

(Sign here)



SUPPORT OR SERVICE ANIMAL AMENDMENT  
TO ANIMAL ADDENDUM



Date: January 15, 2020  
(when this Amendment is filled out)

1. DWELLING UNIT DESCRIPTION.

Unit No. 213-3-A, 25 Campus View  
Ct Unit # 213-3  
\_\_\_\_\_  
\_\_\_\_\_  
Poughkeepsie (street address) in  
(city), New York, 12601 (zip code).

2. LEASE DESCRIPTION.

Lease date: January 15, 2020  
Owner's name: Fox Run at Fulton, LLC

Tenants (list all tenants):

Gregory Cernera  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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You acknowledge that the ownership of or need for the support or service animal does not entitle you to permit the animal to bother, threaten or harm other tenants or persons without cause. While in common areas the animal must be supervised and the tenant must retain control of the animal at all times. Tenant is responsible for the proper disposal of animal waste. You acknowledge that if the animal violates the rules in the Animal Addendum or community rules, we have the right to evict both you and the support or service animal, as well as exercise other remedies under the lease.

The tenant is responsible for the care of the support or service animal. In the event the support or service animal is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal. We will not charge a security deposit for your support or service animal. You will, however, be liable for any damages that this animal may cause.

3. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

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You are legally bound by this document. Please read it carefully.

Tenant or Tenants  
(All Tenants must sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner or Owner's Representative  
(Signs below)

\_\_\_\_\_

Date of Signing Amendment

\_\_\_\_\_



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— We Lead the Way Home.

Page 1 of 2

13. SPECIAL PROVISIONS.

**Tenant or Tenants**  
*(All tenants must sign)*

**Owner or Owner’s Representative**  
*(Signs below)*

**Date of Signing Addendum**



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## SPRINKLER DISCLOSURE RIDER TO RESIDENTIAL LEASE

Tenant(s): Gregory Cerna

Address of premises being leased: 25 Campus View Ct Unit # 213-3, Poughkeepsie, NY 12601

Unit/Apartment number: 213-3-A

Date of lease: January 15, 2020

### SELECT ONE

☐ There is presently NO maintained and operative sprinkler system in the leased premises.

☒ There IS presently a maintained and operative sprinkler system in the leased premises.

The system was last maintained and inspected on \_\_\_\_\_.

I, the undersigned Tenant under the above-captioned residential lease understand that this rider is being presented to me pursuant to and in accordance with the requirements of New York State Real Property Law, Article 7, Section 231-a, which has become a requirement of law as of December 3, 2014. I acknowledge its receipt herein.

\_\_\_\_\_  
[Tenant]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Tenant]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Tenant]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Tenant]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Tenant]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Tenant]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Landlord]

\_\_\_\_\_  
Date

NOTE: This rider is in compliance with the requirements of New York State Real Property Law, Article 7, Section 231-a, which has become a requirement of law as of December 3, 2014, and which requires all residential leases to contain a conspicuous statement on the existence or lack thereof of a maintained and operative sprinkler system in the leased premises.

A "Sprinkler system" shall mean: "a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread." N.Y. Executive Law, Article 6-C Section 155-A.

**NAA**  
NATIONAL APARTMENT ASSOCIATION  
— We Lead the Way Home.

[illegible]

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner’s Representative**  
*(signs below)*

**Date of Signing Addendum**



LEASE GUARANTY

Do not sign this form unless you understand that you have the same liability as all tenants for rent and other monies owed.



Lease Information	
<b>ABOUT LEASE:</b> Date of Lease <i>(top left hand corner of Lease):</i> <b>January 15, 2020</b>	
Owner's name <i>(or name of apartments):</i> <b>Fox Run at Fulton, LLC</b>	
Unit No. of Apartment <b>213-3-A</b> and street address of dwelling being leased: <b>25 Campus View Ct Unit # 213-3</b>	
City/State/Zip of above dwelling: <b>Poughkeepsie, NY 12601</b>	
Monthly rent for dwelling unit: \$ <b>1285.00</b>	
Beginning date of Lease: <b>08/01/2020</b>	
Ending date of Lease: <b>07/15/2021</b>	
Tenant names <i>(list all tenants on Lease):</i> <b>Gregory Cernera</b>	

Guarantor Information <i>Use for one guarantor only (can include spouse of guarantor)</i>	
<b>ABOUT GUARANTOR:</b> Full name <i>(exactly as on driver's license or govt. ID card)</i> <b>Jane Cernera</b>	
Current address where you live: <b>12 Majestic Ave. Lincroft NJ 07738</b>	
Phone: <b>(732) 221-4888</b>	
Alternate or cell phone:	
Email address: <b>jcernera12@gmail.com</b>	
<i>(Please check one)</i> Do you <input type="checkbox"/> own or <input type="checkbox"/> rent your home?	
If renting, name of apartments: <b>Fox Run at Fulton</b>	
Manager's name:	
Phone:	
Your Social Security #:	
Driver's license # and state:	
OR govt. photo ID card #:	
Birthdate:	Sex:
Marital Status: <input type="checkbox"/> single <input type="checkbox"/> married <input type="checkbox"/> divorced <input type="checkbox"/> widowed <input type="checkbox"/> separated	
Total number of dependents under the age of 18 or in college:	
What relationship are you to the tenant(s)? <input type="checkbox"/> parent <input type="checkbox"/> sibling	
<input type="checkbox"/> employer <input type="checkbox"/> other	
Are you or your spouse a guarantor for any other lease? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, how many?	

<b>YOUR WORK:</b> Present employer:	Email address:
Employer's address:	How long?
Work phone:	Position:
Alternate phone:	Your gross monthly income is over: \$ <b>0.00</b>
	Supervisor's name:
	Phone:

<b>YOUR SPOUSE:</b> Full name <i>(exactly as on driver's license or govt. ID card)</i>	Email address:
Driver's license # and state:	Present employer:
OR govt. photo ID card #:	How long?
Social Security #:	Position:
Birthdate:	Work phone:
Alternate or cell phone:	Monthly gross income is over: \$

<b>YOUR CREDIT/RENTAL HISTORY:</b>	To your knowledge, has any tenant listed in this Guaranty ever:
Your bank's name:	<input type="checkbox"/> been sued for property damage? <input type="checkbox"/> been convicted (or received an alternative form of adjudication equivalent conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain:
City/State:	
List major credit cards:	
To your knowledge, have you, your spouse, or any tenant listed in this Guaranty ever: <input type="checkbox"/> been asked to move out? <input type="checkbox"/> broken a rental agreement? <input type="checkbox"/> declared bankruptcy? or <input type="checkbox"/> been sued for rent?	

In consideration for us to enter into the above Lease with the Tenant(s), as an inducement to us for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of tenant(s) under the Lease, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease, including landlord's attorney's fees providing the landlord is the prevailing party.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, tenant changes or deletions, unit changes, or renewals in the Lease which may be agreed to from time to time between tenant(s) and us. If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the tenant(s) apply to guarantor as well. All tenants, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against tenants in order for you to be liable. This Guaranty is part of the Lease and shall be performed in the

county where the dwelling unit is located. This is a guaranty of payment and not of collection. In the event any action is brought against the tenant for any sums owed, guarantor consents to be named in the original action and hereby submits himself to the jurisdiction of the courts in the county where the property is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease itself or to be named in the Lease. This Guaranty does not have to be referred to. You are ☐ required ☐ not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.

**SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

After signing, please return the signed original of this Guaranty **Fox Run at Fulton, LLC**

at *(street address or P.O. Box )* \_\_\_\_\_

or *(optional)* fax it to us at \_\_\_\_\_ Our telephone number \_\_\_\_\_

\_\_\_\_\_  
Date of signing Guaranty

\_\_\_\_\_  
Date of signing Guaranty

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Signature of Guarantor’s Spouse

State of New York  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is/are the person(s) who appeared before me and acknowledged that he/she/they signed this instrument, and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Signature of Notary Public

*Note: Signature of Guarantor and Guarantor’s Spouse must be notarized if lease is for more than one year.*

*(Use above space for notary stamp/seal)*

**FOR OFFICE USE ONLY**  
Guarantor(s) signature(s) was (were) verified by owner’s representative.  
Verification was by ☐ phone or ☐ Face-to-face meeting. Date(s) of verification \_\_\_\_\_  
Telephone numbers called (if applicable) \_\_\_\_\_  
Name(s) of Guarantor(s) who was (were) contacted \_\_\_\_\_  
Name of Owner’s Representative who talked to Guarantor(s) \_\_\_\_\_